

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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MICHAEL HEAD,

Plaintiff,

v.

CORRECTIONAL OFFICER JAMES  
PICHETTE, *et al.*,

Defendants.

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**ORDER APPOINTING PRO  
BONO COUNSEL**

6:14-CV-06546 EAW

On June 1, 2020, this Court issued an Order authorizing a limited scope appointment of *pro bono* counsel for this matter. (Dkt. 141).

IT IS HEREBY ORDERED that Thomas D'Antonio, Esq., of Ward Greenberg Heller & Reidy LLP, 1800 Bausch & Lomb Place, Rochester, New York 14604, is assigned *pro bono*, to represent Michael Head faithfully and diligently in this case for the limited purpose of preparing for and participating in court-ordered mediation of this matter. The parties shall contact the Mediator, ADR Administrator Amanda G. Williams, to schedule the initial mediation session, which shall be held by September 30, 2020. The Mediator will make arrangements with DOCCS for Plaintiff to participate in the mediation session.

IT IS FURTHER ORDERED that Thomas D'Antonio shall provide *pro bono* representation in affiliation with The Volunteer Legal Services Project of Monroe County ("VLSP"). VLSP shall support Mr. D'Antonio in various ways including opening a *pro bono* case file for this matter, but will not directly serve Michael Head. Any information obtained by VLSP about Michael Head will be considered confidential per Rule 1.6 of the New York Rules of Professional Conduct.

Thomas D'Antonio shall receive the benefits and protections afforded to other volunteers of VLSP and shall periodically inform VLSP of the procedural status of this case. When the representation is complete, Mr. D'Antonio shall inform VLSP of the outcome and the total number of *pro bono* hours provided in this matter. Accordingly, VLSP shall issue New York Continuing Legal Education credits to Mr. D'Antonio for his *pro bono* work, to the extent permitted under the accreditation rules.

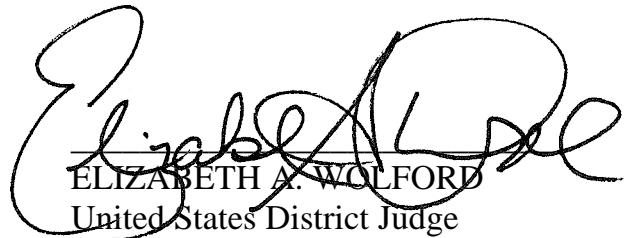
VLSP's responsibilities under this Order shall end with the conclusion of this *pro bono* assignment (whether through conclusion of assigned representation, withdrawal from representation (with permission from the Court), or otherwise). VLSP may also apply to the Court to terminate its responsibilities under this Order at any time, for good cause shown.

The Clerk of Court shall send a copy of this Order to Mr. D'Antonio, along with the Court's Guidelines Governing the Reimbursement from the District Court Fund of Expenses Incurred by Court Appointed Counsel. The Chief Judge of this Court will also issue an Order directing PACER to waive its fees so that Thomas D'Antonio can access all

documents filed in this case. If he is unable to access any document in this matter through PACER on the Court's Case Management/Electronic Case Management System, the Clerk of Court shall provide a free copy of any such document to him upon request. Pursuant to L.R. Civ. Pro. 83.3, in appropriate circumstances, appointed counsel may make a formal request to the presiding judge for an appointment of *pro bono* co-counsel from the Court's Senior *Pro Bono* Panel.

Mr. D'Antonio shall contact Plaintiff within 14 days of the issuance of this order.

SO ORDERED.



ELIZABETH A. WOLFORD  
United States District Judge

Dated: July 8, 2020  
Rochester, New York

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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United States Courthouse  
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**NOTICE OF APPOINTMENT AND ACKNOWLEDGEMENT**  
**(LIMITED SCOPE)**

**1. CASE NAME/NUMBER:**

Head v. C.O. Pichette, et al., 14-cv-6546

**2. *PRO SE* LITIGANT (FULL NAME):**

Michael Head (00-A-3017)

**3. *PRO BONO* ATTORNEY (FULL NAME):**

Thomas D'Antonio, Esq., Ward Greenberg Heller & Reidy, LLP, Rochester, NY

**4. *PRO BONO* PROGRAM THE ATTORNEY IS AFFILIATED WITH (VLP OR VLSP):**

The Volunteer Legal Services Project of Monroe County, Inc. ("VLSP")

**5. SCOPE OF *PRO BONO* ASSIGNMENT:**

Pursuant to the Order issued by Judge Wolford on June 1, 2020 (Dkt. No. 141), this pro bono assignment will be limited to preparation for and participation in the court-ordered mediation session.

I, the undersigned, understand and agree that:

1. The *pro bono* attorney assigned to represent me will provide *pro bono* representation in affiliation with (hereinafter described as the "Pro Bono Program"):

The Volunteer Legal Services Project of Monroe County, Inc. ("VLSP")

2. The *Pro Bono* Program's role is to provide support to the attorney in various ways including, but not limited to, opening an attorney/client case file for the attorney.
3. The *Pro Bono* Program does not represent me and will not provide me with any direct services.

4. The *Pro Bono* Program will treat any information obtained about me as confidential in accordance with Rule 1.6 of the New York State Rules of Professional Conduct.
5. The representation I receive from the *pro bono* attorney requires my cooperation with the *Pro Bono* Program and with the volunteer attorney.
6. The *pro bono* attorney must periodically update the *Pro Bono* Program regarding the procedural status of this case, in order to receive the benefits and protections afforded to other volunteers of the *Pro Bono* Program.
7. The *Pro Bono* Program's involvement shall terminate upon conclusion of the *pro bono* attorney's assignment (whether by completing the assignment or being removed by the Court). Alternatively, the *Pro Bono* Program may also ask the Court to terminate its involvement at any time, for good cause.
8. The *pro bono* attorney and/or the *Pro Bono* Program may ask the Court to withdraw from the *pro bono* assignment, if my income or resources exceed the eligibility guidelines. Such an application will be made pursuant to the New York Rules of Professional Conduct and applicable law.
9. The *pro bono* attorney shall, in consultation with me, determine what professional steps are appropriate to represent me.
10. The *pro bono* attorney has the right to seek and retain attorney fees and statutory costs from the opposing party, providing that my legal interests are not prejudiced by the same.
11. Should I decide to file an appeal after the conclusion of the representation, neither the *pro bono* attorney nor the *Pro Bono* Program must represent me.
12. Neither the *pro bono* attorney nor the *Pro Bono* Program is obliged to represent me in any related or unrelated proceedings or matters, outside of the scope this assignment (see "Scope of *Pro Bono* Assignment" detailed above).
13. INFORMED CONSENT FOR LIMITED SCOPE LEGAL REPRESENTATION: I, the undersigned, understand that the *pro bono* attorney who will represent me is volunteering their services to the United States District Court for the Western District of New York. I understand that the representation will not continue beyond the limited scope described above. I also understand that the *pro bono* attorney has agreed only to provide me with the services specifically described above. I understand the *pro bono* attorney may request information and documents from me in connection with this representation, and I hereby agree to answer fully and honestly. The *pro bono* attorney may rely on the information I supply to provide me legal advice and/or representation.

If I do not cooperate with the *pro bono* attorney, they may ask the Court to remove them from the case. I also understand that the *Pro Bono* Program listed above supports the *pro bono* attorney but will NOT provide any direct representation for me. I hereby consent to this limited-scope representation.

**By signing below, I agree to all of the terms and conditions listed above (1-13).**

X Michael Head  
Pro Se Litigant/Client Signature

X 7-2-20  
Date